



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL #15-09
CROYDON CREEK NATURE CENTER LOWER LEVEL EXHIBIT**

Sealed proposals addressed to the City of Rockville, Maryland for CROYDON CREEK NATURE CENTER LOWER LEVEL EXHIBIT will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Contract Officer, 111 Maryland Avenue, Rockville, Maryland 20850 until **3:00 PM, MONDAY, NOVEMBER 17, 2008**. No proposals will be accepted after that time.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Call the Purchasing Division at (240) 314-8430 to have the RFP mailed.
3. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **October 31, 2008 at 2:00 P.M.** at the Croydon Creek Nature Center, 852 Avery Rd, Rockville, Maryland 20851. Driving directions to the Nature Center are available at <http://www.rockvillemd.gov/croydoncreek/directions.htm>. Vendors are highly encouraged to attend the meeting.

PROJECT DESCRIPTION

The City of Rockville, Maryland is requesting proposals from qualified parties to design, fabricate and install an interior interpretive exhibit at the Croydon Creek Nature Center. The proposed area is 800 square feet in the lower level of the Nature Center. The City will work with the offeror to create an

exhibit in an appropriate space. Work includes the design, fabrication, and installation of an exhibit that covers at least 250 sq ft. The budget is \$43,427.

AWARD

Award will be made to the qualified offeror obtaining the highest score combining price and technical qualifications.

AGREEMENT

The successful offeror shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND
INSTRUCTIONS TO BIDDERS**
(PROPOSAL 7/07)

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
3. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
4. **ADDENDA** All addenda issued after the Request for Proposal and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods:
 - Return a copy of the addenda with the bid
 - Initial in person at City Hall receipt of the addenda
 - Statement of receipt and acknowledgement with your proposal.

It is the responsibility of the vendor to make inquiry as to addenda issued.

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within ninety (90) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Contract Officer in writing.
9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
10. **SENSITIVE DOCUMENTS**
Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.
11. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the

above provisions shall be disqualified if they respond to a re-solicitation for the same work.

12. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
13. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
14. **PRINCIPAL PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
15. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Contract Officer. The Consultant shall submit to the Contract Officer sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
16. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
17. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

18. **PAYMENT** Payment will be made monthly upon receipt of an accepted invoice, submitted in duplicate to: City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number.

Payment will be made upon acceptance of work which is in compliance with specifications.

19. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

20. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
21. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
22. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

- 23. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 24. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 25. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the workmanship shall be found to be defective or to have been damaged, before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

- 26. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all

Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

- 27. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 28. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 29. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 30. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 31. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

32. PROPRIETARY INFORMATION The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

33. RELEASE OF INFORMATION During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

34. PATENTS AND ROYALTIES Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Rockville.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

35. MISCELLANEOUS PROVISIONS The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

36. ETHICS REQUIREMENTS In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

37. BROKERING The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

38. EQUAL EMPLOYMENT OPPORTUNITY The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the

Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

39. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
40. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
41. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for

liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

SPECIFICATIONS

CROYDON CREEK NATURE CENTER LOWER LEVEL EXHIBIT

OVERVIEW

The Croydon Creek Nature Center (CCNC) is owned and operated by the City of Rockville and opened in 2002. The mission of the Nature Center is to promote and enhance the knowledge, understanding, appreciation and protection of the natural resources through quality interpretive programs and exhibits for the citizens of Rockville. CCNC highlights nature in an urban setting through a variety of educational programs, events, temporary and permanent exhibits, and other activities. CCNC is located in Rockville's Civic Center Park and is adjacent to the John G. Hayes Forest Preserve which is home to a tributary of Rock Creek called Croydon Creek.

Additional information about the Croydon Creek Nature center can be found at:

<http://www.rockvillemd.gov/croydoncreek>

PROJECT LOCATION

This exhibit will be designed and constructed for the lower level of the Croydon Creek Nature Center located at 852 Avery Road, Rockville, MD 20851. The space available for the exhibit is approximately 800 square feet and is adjacent to a classroom and workspace area. See Exhibit A for the floor plan diagram.

SCOPE OF WORK

EXHIBIT OBJECTIVES

The theme of the proposed lower level exhibit is a sustainable watershed. The goal of the exhibit is to educate the public about the importance of their local watershed and to provide a jumping off point to engage residents in public dialogue and offer information that will potentially influence natural resources stewardship (i.e. that everyday actions do matter). The target audience includes teens and adults.

The majority of visitors will:

- ☐ Understand what a watershed is and which local (sub)watershed they live in
- ☐ Learn how the choices they make impact the biotic and abiotic components of a watershed
 - ☐ Become familiar with biotic components and importance
 - ☐ Become familiar with abiotic components and importance
- ☐ Discover how they can mitigate negative impacts on the watershed through positive actions
- ☐ Feel a connection to the natural world.

CONTRACTOR RESPONSIBILITIES

The contractor will meet the representatives of the City to discuss the City's vision for the exhibit within three (3) weeks following award of the contract.

EXHIBIT DEVELOPMENT

The Contractor shall provide a rendering of the proposed exhibit and present to the Croydon Creek Nature Center Exhibit Committee for review and comments. The committee shall have an opportunity to give input and suggest changes to the proposed exhibit to be incorporated by the Contractor.

The exhibit committee shall review and approve proofs of text to be used in the exhibit.

The exhibit shall include mostly 2 dimensional components but must include at least one 3-dimensional component. The exhibit should engage visitors with graphics, material samples, and interpretive text that provide them with information to protect the planet's resources and give them concrete ways to make their homes and their lives more environmentally sustainable.

Exhibit Ideas

- ❑ Map of the sub-watersheds in Rockville
- ❑ Photos or renderings of common animals in the watershed

EXHIBIT FABRICATION AND INSTALLATION

The Contractor will be responsible for the fabrication of the exhibit and all related components, all graphics and the purchase and installation of all elements.

The Contractor will provide a one-year warranty on the exhibit.

MINIMUM QUALIFICATIONS

Bidders shall meet or exceed these minimum qualifications:

- Five or more years experience planning, designing and constructing exhibits
- Experience in planning/design of projects of a similar size or nature
- Employ team members who have expertise in the related subject matter.

PROPOSED PROJECT SCHEDULE

The anticipated contract commencement date will be January 2009. The City may extend the contract terms to meet the needs of the City.

All work should be completed and products/deliverables submitted within the following schedule. The City anticipates that the entire process will be completed by the June 2009; however, if the contractor can identify areas where time savings can be achieved, please identify those areas in your proposal submitted.

Key items to be included in the schedule are:

Pre-Proposal Meeting	October 31, 2008
Request for Proposal Due Date	November 17, 2008
Interviews	December 15, 2008
Award Contract	December 30, 2008
Design/Fabrication/Installation	By June 30, 2009

TECHNICAL QUESTIONS

All contractual submittal questions should be directed to Ms. Eileen Morris, Contracts Officer via email at: emorris@rockvillemd.gov or by telephone at (240) 314-8430.

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

CONTRACT ADMINISTRATOR

The designated contract administrator for this project is Elisa Totin, Supervisor, Croydon Creek Nature Center who may be contacted via e-mail at by telephone at (240) 314-8772 or via email etotin@rockvillemd.gov

SPECIAL CONDITIONS

PUBLIC INFORMATION REQUESTS

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

DESIGNATED PROJECT MANAGER

The Contractor shall agree to ensure the continuity of a Project Manager. The Contractor represents and warrants that the Contractor shall not remove or replace the primary Project Manager and agrees that Contractor's removal or replacement of the Project Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the Managers, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications and shall be at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

INVOICING AND PAYMENT

The Contractor shall submit invoices, in duplicate, on a monthly basis, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Accounts Payable
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number with the proposal submittal.

CITY RESPONSIBILITIES

The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

DAMAGE CLAIMS

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

OWNERSHIP OF DOCUMENTS

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased service costs.

ABANDONMENT, DISSOLUTION AND RESTRUCTURING

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and five (5) copies of the proposal, marked “**RFP #15-09, “CROYDON CREEK NATURE CENTER LOWER LEVEL EXHIBIT”** must be submitted to and received no later than **3:00PM, MONDAY, NOVEMBER 17, 2008** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Contracts Officer.

Proposals shall include:

UNDERSTANDING THE CITY’S REQUIREMENTS/WORK PLAN

This section should confirm your understanding of the RFP and the planned project.

Describe your recommended approach and work plan regarding the services that your firm will provide. You should distinguish clearly the tasks that your firm will undertake as distinguished from those which are the responsibility of the City.

Work plan steps should be supported by the proposed hours you agree to commit to assist the City, plus the hours and resources required by city staff to assist your organization.

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include the qualifications of the staff that you will assign to this project. As a minimum, the proposal should include:

- Name of the designated project manager, fabrication contractor and any/all subcontractors.
- Complete resume or description of each team member’s professional experience and length of time employed by your firm.
- The names of all sub-contractors together with a description and percentage of the work being sub-contracted. The contractor assumes full liability for the performance of all subcontractors.

The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the offeror. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the offeror must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

FIRM EXPERIENCE AND CAPABILITIES

Provide the City with a description of your firm and examples of your firm’s commitment to the services set forth in this proposal. At a minimum address the following:

- Summarize the organizational structure, ownership and size of your firm
- Describe in detail your firm’s experience with similar projects
- Provide any additional information you wish to call to the City’s attention with respect to your firm’s qualifications.
- Specify similar qualifications for all proposed subcontractors.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

REFERENCES

Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least five (5) specific references your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- Two (2) of these references are to be for current, unfinished projects.
- Two (2) of these references are to be for completed projects not to exceed three (3) years in age.
- One of these references is to be for a completed project not to exceed one (1) year in age.

AFFIDAVIT

Complete and return the enclosed Non-Conviction/Collusion Affidavit form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

AGREEMENT

Provide a statement that the firm, if awarded the contract, will execute the attached City of Rockville Agreement.

PROPOSAL COSTS

It is the intent of the City of Rockville to enter into a contractual agreement with the selected firm based upon the scope of services outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations. The proposal should contain the total cost of your proposed services.

Provide a total lump sum fee for completing the services described herein. Provide a breakdown of the following categories:

- Exhibit research, planning and design
- Exhibit fabrication/construction
- Exhibit delivery and installation
- Provide hourly rates for staff and estimated hours to complete the project.

Also provide hourly rates for additional meetings/presentations beyond those allowed for in your proposal.

HOURLY RATES

The hourly rates shall include all profit, fees, costs and other personnel expenditures. No additional payment will be made for travel expenses.

COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

EVALUATION AND AWARD

All proposals will be reviewed by the City for responsiveness and responsibility. Evaluation of the Proposals shall be based on all the information submitted in the RFP response, including client references, experience, ability and capacity to perform all the services as contained in the RFP, sufficiency of financial resources, availability, convenience and adaptability of the Proposer's services to the City's required needs.

An Evaluation Committee consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

- | | |
|--|-----|
| 1. Understanding of project objectives and technical soundness of approach to this project | 30% |
| 2. Experience, abilities and references of the firm on similar projects | 30% |
| 3. Qualifications of staff assigned to project | 20% |
| 4. Cost of services | 20% |

The committee may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Selection will be made of the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

All proposals will become the property of the City.

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
 whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]._____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2008 by and between the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (insert contractor's name), hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the City desires a consultant to provide professional services in connection with the (insert project title).

WHEREAS, the City desires to employ the services of the Consultant to perform services in connection with the aforementioned project.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Consultant agrees to perform the work described and be bound by the terms and conditions set forth in RFP #(), (title) hereto attached and made a part hereof, and identified as Exhibit "A" and in the (enter Contractor's name), proposal dated (enter date), hereto attached and made a part hereof, and identified as Exhibit "B". In the event any terms of the exhibits conflict with this Agreement, this Agreement shall prevail.

2. **REVIEW BY CITY.** The Consultant agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant or his subcontractors shall become the property of the City.

4. **KEY INDIVIDUALS.** The Consultant agrees that the key individuals listed in Exhibit "B" will be responsible for providing and supervising services required under the Contract.

The Consultant agrees that so long as the aforesaid key individuals are employees of the Consultant or are otherwise available to perform services for the Consultant that said individuals shall perform the services required under the Contract through the completion of the project unless the City's prior written consent is first obtained.

5. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

6. **INDEMNIFICATION.** The Consultant agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the

Consultant, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Consultant will be paid an amount which will be based on the number of hours actually worked, as described in Exhibit "B" at the hourly rates shown, less payments of compensation previously made. **(If no hourly rates are listed add terminology for paying a percentage of the total bid amount based on the amount of work completed)**

8. **TIME OF ESSENCE.** The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. Work shall begin within 10 days following receipt of a Purchase Order and be completed no later than **ENTER COMPLETION DATE.**

9. **TERMINATION FOR CAUSE.** If through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the City become the property of the City and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments due the Consultant up to the full amount of the Consultant's fee, until such a time as the exact amount of damages due the City from the Consultant is determined by any Court of Competent Jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Consultant shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Consultant or the Consultant's agent. Notwithstanding the foregoing, in the event that the Consultant determines that a conflict exists between any applicable law, ordinance and/or regulation, the Consultant will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Consultant will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Consultant shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Consultant shall carry adequate worker's compensation coverage for all employees performing work under this Agreement and shall provide to the City certificates of insurance evidencing the same.

14. CONFLICTS OF INTEREST. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17.142, Contract Claims of the Rockville City Code.

16. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Consultant, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Consultant shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Consultant shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Consultant's employees or agents be subagents of the City.

19. PAYMENT TERMS. Compensation shall be made by the City to the Consultant in accordance with Exhibit "A". The fees for the work to be performed hereunder as set forth in Exhibit "B" are in the total amount of **ENTER TOTAL BID AMOUNT.**

20. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours, date of services and shall show appropriate project and Purchase Order numbers.

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Consultant, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

Claire Funkhouser, City Clerk

By: _____
Scott Ullery, City Manager

ATTEST

ENTER CONTRACTOR'S NAME

By: _____

Approved as to form and legality:

Paul Glasgow, City Attorney